

BID OPENING

CITY OF SAN JOSE
OFFICE OF THE CITY CLERK

RECEIVED
San Jose City Clerk

2010 APR 22 P 2:47

City Clerk
Time Stamp

TOTAL BASE BID 174,750.00

ALT NO. 1 _____

ALT NO. 2 _____

ALT NO. 3 _____

Alt No. 4 _____

Alt No. 5 _____

BID DATE: Thursday April 22, 2010

Project Manager: Allan Andaya ~ 975.7484

GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT

BIDDER NAME: PACIFIC UNDERGROUND CONSTRUCTION

Bond ☒ Cashier's Check _____

Addendums Included (0)

YES _____ NO _____

Non-Collusion Affidavit

YES ☒ NO _____

27

BID DOCUMENTS

PROPOSAL TO CITY OF SAN JOSÉ

FOR

GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT

Name of Bidder: **Pacific Underground Construction, Inc.**

The representations herein are made under penalty of perjury.

To: The City of San José, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on **January 09, 2009**, entitled **GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT** and the Specifications approved by the Director of Public Works on **January 09, 2009**, entitled **GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT** on file in the office of the Director of Public Works of the City of San José in City Hall, San José, California; that the bidder has thoroughly examined said Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San José, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the the

SCHEDULE OF QUANTITIES

PROJECT: Gundersen Drive Storm Drain Improvement Project

CONTRACTOR: PACIFIC UNDERGROUND CONSTRUCTION, INC.

File No.: 5269

ITEM NO.	SPEC. SECT	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENSION
1	5-2	Street Clean-up (Minimum \$500 per day) (Revocable)	Day	15	\$ 500.00	\$7,500.00
1b.	5-2	Street Clean-Up (Additional unit price above minimum price listed in Item No. 1a. above) (Revocable)	Day	15	5.00	75.00
2	11-1	Mobilization(Revocable) (\$10,000 Fixed Bid)	L.S.	1	10,000.00	10,000.00
3	12-1	Traffic Control	L.S.	1	1,650.00	1,650.00
4	12-2	Police Officer (min. \$50.00 per hr.) (Revocable)	Hr.	120	55.00	6,600.00
5	15-1.02	Additional Potholing (Revocable)	Ea.	2	200.00	400.00
6	15-3	Utility Conflict (Revocable) (\$10,000 Fixed Bid)	L.S.	1	10,000.00	10,000.00
7	25-1	Additional Backfill Material (Revocable)	Ton	15	10.00	150.00
8	39-1	Additional Asphalt Concrete Pavement (Revocable)	Ton	50	75.00	3,750.00
9	73-1	Additional Curb & Gutter (Revocable)	L.F.	30	50.00	1,500.00
10	81-2	Replace City Standard Monument (Revocable)	Ea.	1	1,000.00	1,000.00
11	1301-2	Trench Sheetting, Shoring and Bracing	L.S.	1	700.00	700.00
12	1301-7	Bedding Stabilization Material (Revocable)	Ton	225	20.00	4,500.00
13	1302-2	Install 12-inch Dia. DIP, Thickness Class 52	L.F.	75	175.00	13,125.00
14	1302-2	Install 20-inch Dia. DIP, Thickness Class 52	L.F.	420	240.00	100,800.00
15	1305-1	Standard Concentric Manhole, D-11 (21-inch & Smaller Diameter Pipe)	Ea.	2	3,500.00	7,000.00
16	1305-1	Standard Regular Hooded Inlet	Ea.	2	3,000.00	6,000.00
TOTAL						174,750.00



Lic. #423419 • 1817 STONE AVE. • SAN JOSE, CA 95125-1311 • (408) 977-1655 • FAX (408) 977-1659

Pacific Underground Construction, Inc.
State of California Corporation

President – Thad J. Corbett
Secretary – Barbara J. Corbett

partnership; if any of the partners are corporations, execution for such partners shall be accomplished in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San José, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San José.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

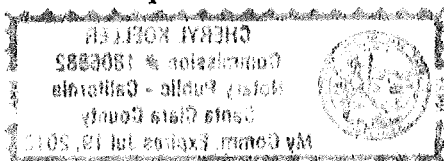
1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.



NONCOLLUSION AFFIDAVIT

Project Title: **GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT**

Thad M. Corbett

print name

, being first duly sworn, deposes and says that he/she is the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on **April 22, 2010**

Pacific Underground Construction, Inc.

Legal Company Name

Corporation

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: **6427390210**

Expiration Date: **April 15, 2010**

State Contractor Lic. No.: **423419**

Classification: **A & C16**

Expiration Date: **May 31, 2010**

Federal I. D. No.: **94-2798695**

Address: **1817 Stone Avenue**
San Jose, CA 95125

By: 

Title: **Thad M. Corbett, Vice-President**

Telephone: **(408)977-1655**

NOTARY

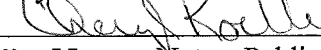
On **April 22, 2010** before me, **Cheryl Koeller, Notary Public**, personally appeared
(name and title of officer)

Thad M. Corbett

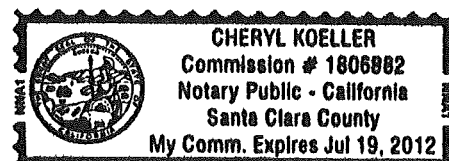
~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Cheryl Koeller, Notary Public

(Seal)



30PROPSL
5269

Page 3 of 3
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Rev. 1/22/08
Special Provisions

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Pacific Underground Construction, Inc. as PRINCIPAL, and First National Insurance Company of America, a corporation duly organized under the laws of the State of Washington and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San José (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San José, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of Amount Bid DOLLARS (\$ 10%).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San José, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San José, City Hall, 200 E. Santa Clara St., Wing, 2nd Floor, San José, California 95113, on **April 22, 2010**, for **GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT**.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 22nd day
of April, 2008. 2010

PRINCIPAL

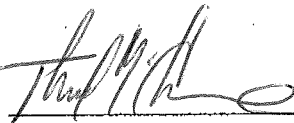
SURETY

Pacific Underground Construction, Inc.
Legal Company Name

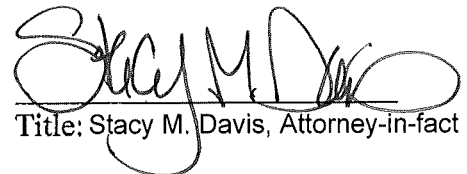
First National Insurance
Company of America
Legal Company Name

Corporation
Indicate Type of Entity

By


Title: **Thad M. Corbett**
Vice-President

By


Title: Stacy M. Davis, Attorney-in-fact

By

Title:

By

Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

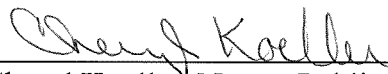
State of California

County of Santa Clara

On April 22, 2010 before me, Cheryl Koeller, Notary Public, personally appeared Thad M. Corbett, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.



Witness my hand and seal

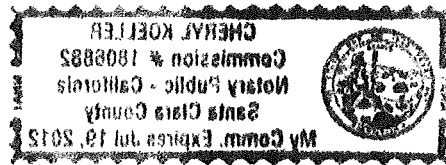

Cheryl Koeller, Notary Public
My commission expires July 19, 2012

OPTIONAL

(the information below is not required by law)

Description of Attached Document:

Title/Type of Document:
Date of Document:
No. of Pages:
Other Signer(s):



POWER
OF ATTORNEY

KNOW ALL BY THESE PRESENTS:

No. 9948

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint

*****STACY M. DAVIS; CATHERINE A. PINNEY; CHERYL A. RIPLEY; NANCY L. WALLIS;
K. DIXON WRIGHT; Petaluma, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 5th day of October, 2009

Dexter R. Legg

Dexter R. Legg, Secretary

T. Mikolajewski

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 22nd day of April, 2010



Dexter R. Legg

Dexter R. Legg, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sonoma

On April 22, 2010
Date

before me,

K. Dixon Wright, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Stacy M. Davis
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

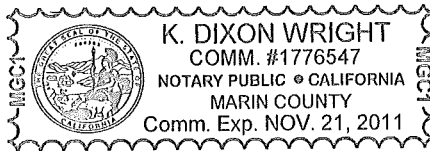
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stacy M. Davis

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☒ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____
First National Insurance Company of
America

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San José Standard Specifications, July 1992.

[illegible]

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San José Standard Specifications, July 1992.

[illegible]

STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

see attached

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The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

see attached

Pacific Underground Construction, Inc.
Job History
4.22.2010

Amount	Project Description	General Contractor	Contact
\$ 486,572.00	Blossom Hill Elementary Modernizations and Additions, Contract 006073 16400 Blossom Hill Road Los Gatos, CA 95053 Completion Date: 01/2008	S.J. Amoroso Construction, Inc. 390 Bridge Parkway Redwood Shores, CA 94065	Craig Ellis (650)654-1900 fax (650)654-9002
\$ 419,618.00	Dewitt Avenue Sewer Rehabilitation Morgan Hill, CA Completion Date: 12/2004	City of Morgan Hill 17555 Peak Avenue Morgan Hill, Ca 95037	Yat Cho (408) 776-7337
\$ 881,760.00	Purissima Hills Water Main Project 2003 Los Altos Hills Completion Date: 04/2004	Purissima Hills Water District 26375 Fremont Rd. Los Altos, CA 94022	Patrick Walter (650) 948-1217
\$5,612,000.00	SLAC Underground Utilities Upgrades Menlo Park, CA Completion Date: 05/2009	Stanford Linear Accelerator Center Stanford University 2575 Sand Hill Road, M/S 22 Stanford, CA 94025	Harry K. Shin, P.E. (650) 926-4311
\$ 965,175.00	Lower Sneath Lane Trunk Sewer San Bruno, CA Completion Date: 08/2004	City of San Bruno 567 El Camino San Bruno, Ca 94066	Merrill Buck (650) 616-7065
\$1,995,841.00	Stanford Football Stadium 635 Nelson Road Stanford, CA 94305 Completion Date: 09/2006	Vance Brown, Inc. 3197 Park Blvd. Palo Alto, CA 94306	Rodney E. Humble (650) 849-9900
\$ 606,700.00	McKee/Toyon Underground Utilities San Jose, Ca Completion Date: 10/2004	City of San Jose Dept. of Public Works 801 North First Street Room 320 San Jose, CA 95110	Fidel Castro 408-998-6047
\$ 241,952	Pinewood Lower Campus 477 Fremont Avenue Los Altos, CA 94024 Completion Date: 11/2008	Vance Brown, Inc. 3197 Park Boulevard Palo Alto, CA	(650)849-9900 fax (650)849- 9908
\$1,515,609.00	Paradise Park Water Main Replacement Santa Cruz, CA Completion Date: 04/2008	Paradise Park Masonic Club 211 Paradise Park Santa Cruz, CA 95060	Bill Lind (831)423-1530
\$ 500,000.00	Stanford University Annual Contract Maintenance and Repairs Completion Date: Annual	Stanford University 655 Serra St. Stanford, CA 94305	Richard Souza (650) 723-1300
\$5,075,000.00	Hellyer-Piercy Improvement Distr.99-218SJ Completion Date: 06/2003	Pavex Construction For the City of San Jose	Hector Corona (650)725-2473
\$ 242,000.00	CTS Chilled Water Addition Sewer Improvements Completion Date: 03/2008	Stanford University 655 Serra St. Stanford, CA 94305	Joe Kearney (650)725-5498

